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5 BILL NO. R-76-04-14

6 RESOLUTION NO. R- 32-76

7 A RESOLUTION transferring certain
8 funds in the 1976 Budget of the
9 Office of the City Clerk.

10 WHEREAS, the Office of the City Clerk is currently
11 leasing one IBM Executive Mag Card, Serial No. 6614-1010918,
12 with the option to purchase; and

13 WHEREAS, there are sufficient funds in Account No.
14 10-650-521, Machine Rental, for the purchase of said IBM
15 Executive Mag Card.

16 NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL
17 OF THE CITY OF FORT WAYNE, INDIANA:

18 That the sum of \$5,633.29 is hereby transferred from
19 Account No. 10-650-521, Machine Rental, to Account No.
20 10-650-725, Office Equipment, in the 1976 Budget of the
21 Office of the City Clerk; and

22 That the Office of the City Clerk is hereby
23 authorized to pay the sum of \$5,633.29 to I.B.M. Corporation
24 for the purchase of the IBM Executive Mag Card, Serial
25 No. 6614-1010918.

26 
27 Councilman

28
29
30
31 APPROVED AS TO FORM
32 AND LEGALITY,

33 
34 CITY ATTORNEY
35

Read the first time in full and on motion by _____, seconded by _____, and duly adopted: read the second time by title and referred to the Committee on _____ (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: _____

Charles W. Winters
CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by Talarico, and duly adopted, placed on its passage. Passed (~~lost~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-VIT
TOTAL VOTES	<input checked="" type="checkbox"/> 8	<input checked="" type="checkbox"/> 0	<input type="checkbox"/>	<input checked="" type="checkbox"/> 1	<input type="checkbox"/>
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HUNTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCKOLS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TALARICO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATE: _____

4-13-76

Charles W. Winters
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. R-32-76 on the 13th day of April, 1976.

ATTEST:

(SEAL)

Charles W. Winters
CITY CLERK

James S. Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of April, 1976, at the hour of 11:00 o'clock P.M.

Charles W. Winters
CITY CLERK

Approved and signed by me this 21st day of April, 1976, at the hour of 9:00 o'clock A. M.S.T.

Robert E. Armstrong
MAYOR

Date January 26, 1976

TO THE CITY CONTROLLER:

The Office of the City Clerk

(Department)

requests that an ~~appropriation ordinance~~ resolution be prepared and submitted to the City Council authorizing the ~~transfer~~ of \$ 5,633.29 from ~~expenditure~~

Account No. 10-650-521 Title MACHINE RENTAL to

Account No. 10-650-725 Title OFFICE EQUIPMENT

Reason for ~~Transfer~~ expenditure To change Lease Agreement and exercise option to buy

One (1) IBM Executive Mag Card Model 6616 less

Purchase Option (1/2 of payments to date) (\$5,214.25)

Serial No. 6614-1010918 per documentation attached

Note: See P. O. 3-32730 for maintenance for 1976 (\$419.04)

Subject to Councilmanic Approval

Charles W. Westerman
Department Head or Board Member
city clerk

Directions -- Departments requesting transfer of funds from one account to another, or for the appropriation of funds from the unexpended balance of the General Fund must fill out this form in duplicate, and send both the original and one copy to the Controller's Office. It is suggested that a third copy be made and retained by the department originating the request. The Controller's office will retain one copy of the form and send the other to the City Attorney which will be his authorization to prepare the appropriation ordinance. Please send the request for transfer of funds to the Controller as early as possible, and at least one week should be allowed for the City Attorney to prepare the appropriation ordinance and the City Clerk to enroll it for the next Council meeting.

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 470
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

City Clerks Office
Room 122 - City County Building
One Main Street - Fort Wayne, Indiana

I.B.M. Corporation
2827 Rupp Drive
Fort Wayne, Indiana 46805

1157

DELIVER TO:-
DEPARTMENT
OR DIVISION

ADDRESS
CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

PURCHASE ORDER NUMBER

3-32729

DATE January 26, 1976

REF. NO.

REQ. NO.

THE ABOVE INFORMATION MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, DELIVERY
TICKETS, PACKAGES AND CORRESPONDENCE.

INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. DP

DATE
WANTED }

APPROPRIATION
AND FUND
NUMBER } 550-7-725

COMPLIANCE WITH
THE DELIVERY DATE
REQUESTED WILL A-
VOID "FOLLOW UP"
CORRESPONDENCE.

NOTE

READ

INSTRUCTIONS ON
THE BACK OF THIS
ORDER

THE CONTRACTOR OR
VENDOR, BY ACCEPT-
ING THIS ORDER, A-
GRIES TO THE GEN-
ERAL CONDITIONS AND
TERMS OF AGREEMENT
ON THE BACK OF THIS
ORDER.

UNLESS OTHERWISE
INDICATED THE PRICES
SHOWN INCLUDE ALL
CHARGES FOR DELIV-
ERY, PACKING, ETC.
NECESSARY TO COM-
PLETE DELIVERY TO
OFSTINATION SPECI-
FIED.

UNLESS OTHERWISE
INDICATED THE PRICES
SHOWN DO NOT INCLUDE
TAXES OF ANY KIND.

EXEMPTION BLANKS
WILL BE FURNISHED
WHEN NECESSARY.

IND. SALES TAX
EXEMP. CERTIF. NO.
3450R

IF THIS ORDER DOES
NOT AGREE WITH YOUR
QUOTATION KINDLY
RETURN IT WITH AN
EXPLANATION.

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
		<u>TAX EXEMPT</u> (UNLESS OTHERWISE INDICATED)		
		To change Lease Agreement and exercise option to buy		7536.00
		One (1) IBM Executive Mag Card Model 6616 less Purchase Option (1/2 of payments to date)		- 2321.75
		Serial No. 6614-1010918 per documentation attached		5214.25
		NOTE: See P.O. 3-32730 for maintainance for 1976		
		Subject to Councilmanic Approval		
		XXXXXXXXXXXXXXXXXXXXXXXX		
		JEK/gb		

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COV-
ERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE
EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

W.G. Schnizer
Edward G. Kamniker - City Controller

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER
IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON
FILE IN THIS OFFICE.

A.C. Lord
Alex T. Demetron - Director of Purchases

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

City Clerk's Office
Room 122, City-County Building
One Main Street, Fort Wayne, Indiana 46802

IBM Corporation
2827 Rupp Drive
Fort Wayne, Indiana
ATTN: Mr. Howard E. Kelly

DELIVER TO:

DEPARTMENT
OR DIVISION Same As Above

ADDRESS
CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

3- 20844

January 8, 1974

DATE
REF. NO.
REQ. NO.

THE ABOVE INFORMATION MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, DELIVERY
TICKETS, PACKAGES AND CORRESPONDENCE.
INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. DP

DATE
WANTED }

APPROPRIATION
AND FUND
NUMBER } 65-7-725

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
<u>TAX EXEMPT</u> (UNLESS OTHERWISE INDICATED)				
<p>COMPLIANCE WITH THE DELIVERY DATE REQUESTED WILL A- VOID "FOLLOW-UP" CORRESPONDENCE.</p> <p><u>NOTE</u> ↓ <u>READ</u> INSTRUCTIONS ON THE BACK OF THIS ORDER</p> <p>THE CONTRACTOR OR VENDOR, BY ACCEPT- ING THIS ORDER, A- GREET TO THE GEN- ERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIV- ERY, PACKING, ETC., NECESSARY TO COM- PLETE DELIVERY TO DESTINATION SPECI- FIED.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND.</p> <p>EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.</p> <p>IND. SALES TAX EXEMP. CERTIF. NO. 34508</p> <p>IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION KINDLY RETURN IT WITH AN EXPLANATION.</p>	1	6614 IBM EXEC MAG CARD - Std. Features, Paragraph Ident, Proportional Spacing and Tech III Ribbon with type Style Bold Face 72:		
		Extended term lease for 2 years - 1 month @ 205.00 equals \$2,460.00 per year		2,460.00
		A supply of 500 Mag Cards @ 23.75 per box		465.00
		3 boxes Mag Card Folders @ 11.00		33.00
				<u>2,958.00</u>
		Confirming		
		ATD/em		

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED
BY UNINCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE
EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER
IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON
FILE IN THIS OFFICE.

City Controller EDWARD G. KAMNIKAR

Director of Purchases

Per

Per

(A) Qty.	Model	Description Complete in the following sequence: machine type/device, product, style, size, pitch, type style, keyboard, color and motor. List all devices and fonts. Provide serial number, if installed. Provide meter reading, if installed copier.	(B) Monthly Lease Availability Charge (MLAC)	Per Unit			(D) Maintenance Service Zone Charge
				(C) Copies included in MLAC	Monthly Usage Charge Cost Per Copy In Excess of (C)*	Maximum Monthly Charge	
1	6614	EXL ADR, COPIED	205	NO			
		JUN 1987; BUREAU OF INDIAN AFFAIRS - PHOENIX					
		TYPE STYLE -					
		BOLD FACE 72					
Total Monthly Lease Availability Charge (excluding applicable taxes and Copier Usage Charge) Multiply (A) by the sum of (B) + (D) then add all lines.				205	NO	* Total Usage Charge based on number of copies made as recorded on the meter	

Trade-In Equipment

Will Pay 2460

Trade-In Equipment		Trade-In Net Allowance
Qty.	Description	
	Total Allowance	

Escrow Payment

Three Months Total Monthly Lease Availability Charges (including applicable taxes)

THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT

With regard to Copier lease, in addition to the terms and conditions specified on the reverse side of this agreement, the customer agrees:

1. That an authorized representative of the customer will sign, date and submit to IBM the IBM Copier Usage Card on the last workday of each month while this agreement is in effect.
2. To make available a Key Operator for training purposes and to notify IBM of any change in Key Operator assignment.
3. To provide an appropriate grounded electrical outlet for the exclusive use of each unit of equipment.

International Business Machines Corporation		Customer Name <i>City Clerk</i>	
Address <i>One Main Street Room 122</i>		City and State <i>City, Mo. 64605</i>	
Please Type or Print all information except signature		Zip Code <i>64605</i>	
Branch Office Address <i>3877 Poplar</i>	Br. Off. No. <i>208</i>	Mark For Attention Of <i>Mr. C. W. ...</i>	
City and State <i>St. Louis, Mo.</i>	Zip Code <i>64605</i>	By (Customer's Signature) <i>[Signature]</i>	Date <i>11/1/72</i>
By (IBM Representative's Signature) <i>[Signature]</i>	Date <i>11/1/72</i>	Signed By—Name <i>P. O. ...</i>	Signed By—Title <i>P.O. # 3-26344</i>

Z140-0103-0
U/M 025 .

This is not an invoice. Please do not pay until invoiced.

MARKETING REPRESENTATIVE

ACCEPTANCE

Acceptance of this Agreement by IBM is contingent upon (1) a satisfactory credit report on the Customer, and (2) with regard to the dollar amounts stated herein, the absence of any material error or deviation from IBM's standard prices. Unless advised to the contrary within 15 days after the signing of this Agreement, the Customer may consider this Agreement to have been accepted by IBM as written.

CONTRACT PERIOD

The equipment will be initially installed for a contract period of 24 months. For equipment not yet installed, the contract period will commence the first day following the date the equipment is installed by IBM. The commencement date of the contract period for equipment already installed will be the day following the date the Customer signed this Agreement provided this Agreement has been accepted by IBM.

CONTRACT PERIOD EXTENSION

A contract period may be extended any number of times for periods of one year and one year immediately following the last day of the contract period or contract period extension then in effect.

IBM will provide the Customer with written notice at least two months prior to the last day of a contract period, or any one year extensions thereof. The contract period will be extended for one year and annually extended thereafter, unless the Customer notifies IBM in writing at least one month in advance of the end of the contract period or any extension thereof, to extend for a period of less than one year or not to extend the contract period. One year contract period extensions following an extension of less than one year will be granted upon written authorization from the customer received by IBM at least one month in advance of the last day of the extension then in effect; otherwise a contract period extension will expire.

If the contract period or contract period extension terminates the price will automatically be increased to then existing monthly rental price unless the equipment is discontinued at that time.

LEASE CHARGES

Lease charges for each unit of equipment will commence on the first day of its contract period. Payment will be made in full within 30 days after date of invoice, with regard to the IBM equipment. The invoice will state the monthly lease availability charge and a monthly usage charge based upon the number of copies made, as recorded on the meter. The monthly usage charge will be invoiced in arrears. All monthly lease availability charges will be billed monthly on the 1st day of the month. Monthly Lease Availability and Monthly Usage charge, if applicable, for the partial month will be prorated on the basis of a 30-day month.

IBM may change any monthly charge or purchase option percent by providing the Customer with written notice prior to the first day of the contract period or extension thereof that commences on or after the date of notice, an increase in the Monthly Lease Availability Charge or decrease in purchase option percent will apply on the date of notice specified in the notice. Such change will not apply to those contract or contract period extensions whose commencement date preceded the date of the notice.

Whereby it will be added to the Total Monthly Lease Availability Charge amounts equal to the amount of the increase designated, levied or based on such charge on this Agreement or the equipment or its use, including state or local privilege or excise taxes based on gross revenues, any taxes or amounts in lieu thereof, paid or payable by IBM in connection with the foregoing, and the personal property taxes assessed on the equipment and taxes based on net income.

ESCKOW PAYMENT

In the event IBM requires the Customer to make a three-month advance payment, such payment will be made in cash. Such payment shall bear interest on this Agreement and will be applied only: (a) to the Customer's final lease payment period, (b) as a credit toward the purchase option price, or (c) in the case of a termination/default by the Customer, to refund and return the advance payment to the Customer.

TERMINATION OF CONTRACT PERIODS BY CUSTOMER

The Customer may terminate a contract period or contract period extension effective any time by providing IBM with written notice at least 30 days in advance and payment of the applicable termination charge set forth herein.

Any termination of a contract period or contract period extension by the Customer for return to IBM for any reason, shall be considered "termination" for the purposes of this Agreement. Termination charges are not applicable when the customer exercises the option to purchase.

When the Customer does not pay any charge due hereunder, the Customer, upon demand, shall immediately return the equipment to IBM, pay all outstanding lease charges, and as termination charges, pay as follows for a 24 month contract:

Months Installed At

Termination Date	Termination Charges
Within 6 Months	5 times the monthly lease availability charge
7 through 12	4 times the monthly lease availability charge
13 through 18	3 times the monthly lease availability charge
19 through 24	2 times the monthly lease availability charge or the monthly lease availability charge for the remainder of the contract period, whichever is less.

Termination charges are due during a one-year contract extension or less than one-year extension will be two times the Monthly Lease Availability Charge, or the Monthly Lease Availability Charge for the remainder of the contract extension, whichever is less.

If the customer defaults as to any obligation to return equipment or fails to pay any amounts due hereunder, IBM, in addition to other remedies, may repossess the equipment (whether or not encumbered) and may sell, lease, and dispose of the equipment by collection and/or repossession, including reasonable attorney's fee permitted by law.

RISK OF LOSS

During the period the equipment is in transit or in the possession of the Customer, IBM and its insurers, if any, release the customer of responsibility for all loss of or damage to, and any destruction or impairment of, the equipment, whether by fire or damage caused by nuclear reaction, nuclear radiation or radioactive contamination.

TRADE-IN

Customer shall receive a credit of an amount equal to the total allowance for trade-in of the equipment for which the trade-in allowance is being claimed. The trade-in allowance shall be applied to the total amount of the trade-in allowance set forth in this Agreement. IBM may reduce the trade-in allowance set forth in this Agreement if any of said equipment, when received, is not in substantially better condition as when inspected.

SUPPLIES

All supplies used to operate the equipment are to meet IBM specifications.

TRANSPORTATION EXPENSE

ALL TRANSPORTATION, RIGGING AND DRYDRAFT CHARGES FOR TRANSPORTING THE EQUIPMENT BOTH FROM AND TO IBM'S PLANTS WILL BE

PAID BY THE CUSTOMER, INCLUDING THOSE NECESSITATED BY EQUIPMENT MODIFICATION ORDERED BY THE CUSTOMER. Necessary parking charges for the return of the equipment and a representative to supervise the parking will be borne by the customer. The cost of labor for rating and unrating the equipment is a Customer expense, except when it is performed at an IBM Plant or reconditioning location.

ALTERATION AND ATTACHMENTS

IBM will not permit alteration or modification of attachments to the equipment as he made. If, in IBM's opinion, an alteration or attachment interferes with the normal and satisfactory operation or maintenance of any unit of equipment in a way that creates a safety hazard or substantially increases the liability of the Customer, upon notice to that effect from IBM, will promptly remove the alteration or attachment and restore the unit to its normal condition.

MAINTENANCE SERVICE

IBM will provide maintenance service while equipment is on lease hereunder. Service will include equipment adjustment and repairs, cleaning and planned parts replacement.

For this purpose IBM will have a full and free access to the equipment during IBM's normal business hours (travel and hotel expenses will be charged at IBM's requested hours and mileage rates for service rendered at the Customer's request after IBM's normal business hours and on Saturdays, Sundays and holidays. IBM will not be responsible for the maintenance of the equipment. IBM will not be responsible for the maintenance of the equipment or parts required by other than normal use or necessitated by malfunction of non-IBM parts, attachments, or devices.

IBM will not furnish maintenance service for equipment located outside the United States, Puerto Rico or the Canal Zone. IBM will not be responsible for failure to render maintenance service due to strikes, fire, flood and causes beyond its control. When the distance from the point of installation to IBM's nearest Branch Office or resident location is greater than 15 miles, Customer agrees to pay IBM's then current monthly maintenance service charges.

PURCHASE OPTION

The customer may elect to purchase equipment any time after installation under the terms of an Equipment Purchase Agreement. Upon written request from the Customer, IBM will quote a net purchase option price for any unit of equipment. The net purchase option price will be the purchase price on the effective date of the purchase less purchase option credits. The purchase option credit percentage for formula is based on this contract and IBM Copies of IBM Order Form 1005.

The purchase option credits will be equal to the applicable purchase option percent multiplied by the eligible monthly charges paid in IBM by the Customer for the equipment being purchased. Eligible monthly charges (exclusive of zone charges and taxes) include monthly lease availability charges, IBM's Monthly Lease Availability Charge and the Lease Plan monthly charges. Eligible Lease Plan monthly charges are those first paid by the customer which when added to previous eligible monthly charges will not exceed more than 21 months charges.

If customer discontinues any unit of equipment under the Lease Plan, the purchase option accruals for that unit shall expire.

WARRANTY/REMEDY

IBM warrants that the above equipment, when installed will be in normal operating condition and will be free from defects in materials and workmanship for the life of the equipment without additional charge to maintain the equipment in this condition, provided it is located in the United States, Puerto Rico or the Canal Zone. All equipment is supplied under a limited warranty.

In the event IBM's breach of any warranty, the Customer's exclusive remedy will be that IBM will make any equipment adjustments, repairs, or parts replacements to any equipment when it determines that the equipment does not conform to these warranties. IBM WILL NOT HAVE ANY LIABILITY OR OBLIGATION FOR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT. IBM WILL NOT BE RESPONSIBLE FOR THE LOSS OF PROFITS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSES, WILL APPLY TO EQUIPMENT.

PATENT INDEMNITY

IBM will defend at its own expense, any action brought against Customer, to the extent that it is based on a claim that the equipment supplied by IBM infringes a United States patent, and IBM will pay those costs and damages, finally awarded against Customer in any such action which are attributable to any such claim, both such defense and payments are conditioned on the following: (a) that IBM will be notified and (b) that IBM will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; and (c) should the Customer be found liable for infringement of a United States patent, the Customer will permit IBM at its option and expense either to procure for Customer the right to continue using the equipment, to replace or modify the same so that it becomes non-infringing, or to accept its return.

IBM will have no liability to Customer under any provision of this clause with respect to any claim of patent infringement which is based upon the combination of equipment furnished hereunder and any apparatus or device not furnished by IBM, and IBM will have no liability for the use of supplies not furnished by IBM in such equipment unless such supplies are a substitute for supplies then available from IBM, and unless the infringement is caused by the design or construction of the equipment. IBM states the entire liability of IBM with respect to infringement of patents by the equipment or any parts thereof.

GENERAL

This Agreement is effective from the date it is accepted by IBM and shall remain in full force and effect until the equipment installed hereunder has been decommissioned.

The terms and conditions of this Agreement supersede those of all previous agreements between IBM and the Customer with respect to the leasing of equipment hereunder.

This Agreement is not assignable; none of the equipment may be sold, assigned or transferred by Customer without the prior written approval of IBM. Any attempt to sublet assign or transfer any of the rights, duties or obligations of this Agreement is void. Customer agrees not to remove equipment from its installed position without the advice of IBM.

All equipment remains IBM's property. This Agreement will be governed by the laws of the State of New York and constitutes the entire agreement between Customer and IBM.

The foregoing terms and conditions will prevail notwithstanding any variance with the terms and conditions of any order submitted by Customer in respect to equipment hereunder or otherwise.

This Agreement may be terminated concurrent with or following expiration of all contracts or contract extensions by IBM upon three months prior written notice. Any unit of equipment may be removed by IBM at any time after termination of this Agreement.

International Business Machines Corporation

Mail to:

CX 16961

2CC 11

66616

Invoice number

PC7431C

Invoice date

01/22/74

Page number

1

IBM account number

3436117-01

Division

Accounts Rec.

Branch Off.

IBM reference

2CF C7421C

at:

WAYNE CITY CLERK

122

COUNTY ELEC

WAYNE IN 46602

Invoice to:

PCF1 WAYNE CITY CLERK

RCCN 122

CITY COUNTY ELEC

PCF1 WAYNE IN 46602



Office Products Division

Branch Office Copy

reference:

-2C144

For any questions regarding this invoice please inquire at:

ELCC 2821 RUPP DRIVE

WAYNE IN

46602

Terms:

NET CASH 30 DAYS

FROM INVOICE DATE

If name and address is other than shown
please correct on remittance copy.

(219) 464-8676 EXT 4444

DESCRIPTION

UNIT PRICE

Amount

INSTALLATION

MAC CARD EXECUTIVE TYPEWRITER

6614 - 1010518

MONTHLY AVAILABILITY CHARGE

01/11 THRU 01/31

205.00

143.50

Please refer to invoice number
on copy when remitting

PAY THIS AMOUNT

Thank you

1143.50

IF THIS AGREEMENT, AGREES TO SELL EQUIPMENT TO THE BUYER, THE BUYER AGREES TO SELL EQUIPMENT TO THE BUYER.
 FEATURES (HEREINAFTER CALLED EQUIPMENT OR UNIT(S) OF EQUIPMENT) LISTED BELOW:

QUANTITY	DESCRIPTION SEQUENCE: MACHINE TYPE, PRODUCT, STYLE, SIZE, PITCH, TYPESTYLE (MIKE, HEADSET, CONTROL, PANEL COLOR FOR IPE) KEYBOARD, COLOR AND MOTOR. LIST ALL DEVICES AND FONTS. IF EQUIPMENT IS NOW INSTALLED AND IN THE POSSESSION OF PURCHASER UNDER A LEASE OR RENTAL AGREEMENT, INDICATE THE SERIAL NUMBER, PROVIDE METER READING, IF COPIER.	UNIT PRICE	EXTENDED PRICE
1	IBM EXECUTIVE MAG. CARD	7536 ⁰⁰	
	SERIAL # 6614-1010918		
PURCHASE PRICE (EXCLUDING APPLICABLE TAXES)		7536 ⁰⁰	
IF INSTALLED LEASED OR RENTED EQUIPMENT IS PURCHASED, THE PURCHASE PRICE IS SUBJECT TO CHANGE UNTIL THE EFFECTIVE DATE OF PURCHASE UNLESS COVERED BY A VALID QUOTATION.		EFFECTIVE DATE OF QUOTATION	QUOTATION EXPIRATION DATE

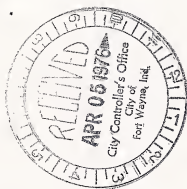
Trade-In/Exchange Equipment

QUANTITY	1/2 1/4 1/8	DESCRIPTION	SERIAL NUMBER	NET ALLOWANCE
		PURCHASE OPTIONS CREDIT	1010918	231275
TOTAL TRADE-IN AND/OR EXCHANGE ALLOWANCE CREDIT				
SUB-TOTAL				521425
STATE AND LOCAL TAXES				—
ADVANCE PAYMENT RECEIVED				—
NET AMOUNT				521425

THANK YOU FOR YOUR ORDER

THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS PURCHASE AGREEMENT

International Business Machines Corporation		PURCHASER'S NAME F. WAYNE CITY CLERK	
		ADDRESS ONE MAIN ST.	
PLEASE TYPE OR PRINT ALL INFORMATION EXCEPT SIGNATURE		CITY AND STATE FT. WAYNE IND	ZIP CODE
BRANCH OFFICE ADDRESS 2827 KUPP DRIVE	BR. OFF. NO. 208	MARK FOR (ATTENTION OF)	
CITY AND STATE FT. WAYNE	ZIP CODE 46805	BY (PURCHASER'S SIGNATURE) Charles W. Westerman	
DATE 12/1	SIGNED BY — NAME CHARLES W. WESTERMAN	DATE 12-31-75	
BY (HIA REPRESENTATIVE'S SIGNATURE) Howard E. Kelly		SIGNED BY — TITLE City Clerk	



DIGEST SHEET

TITLE OF ORDINANCE Resolution 3-76-04-14

DEPARTMENT REQUESTING ORDINANCE Office of the City Clerk

SYNOPSIS OF ORDINANCE To change Lease Agreement and exercise option to buy

One (1) IBM Executive Mag Card Model 6616 less Purchase Option (1/2 of payments to date)

Serial No. 6614-1010918 per documentation attached

NOTE: See P. O. 3-32730 for maintenance for 1976

Subject to Councilmanic Approval.

EFFECT OF PASSAGE City's ownership of one (1) IBM Executive Mag Card for less than
rental for one year.

EFFECT OF NON-PASSAGE Loss of appropriated money per purchase order 3-32730 of
January 26, 1976

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$5,633.29 less payments
in the amount of \$203.00 on rental agreement in 1976.

ASSIGNED TO COMMITTEE (PRESIDENT) Finance Committee *Finance Jett*